



State of California • Department of General Services • Gray Davis, Governor
P R O C U R E M E N T D I V I S I O N
707 3rd Street, 2nd Floor • West Sacramento, California 95605 • (916) 375-4400

STATE OF CALIFORNIA

MASTER AGREEMENT

ORDERING PROCEDURES

CONTRACT NO	1-02-63-01 1-02-63-02 1-02-63-03 1-02-63-04
COMMODITY:	BATTERY BACK-UP SYSTEM & REPLACEMENT BATTERIES
CONTRACTORS:	US TRAFFIC CORPORATION ONLINE POWER DIMENSIONS UNLIMITED CLARY CORPORATION
CONTRACT EFFECTIVE DATES:	MARCH 25, 2002 to MARCH 24, 2004
DISTRIBUTION CODE:	LOCAL AGENCY LIST DGS/PD/MACS Website

DEPARTMENT OF GENERAL SERVICES CONTACT FOR THIS CONTRACT

IS: JANINE VINE

PROCEDURES ISSUE DATE: MARCH 25, 2002

PHONE: (916) 375-4457

Signature on File

RUSS GUARNA, MANAGER, ACQUISITIONS SECTION

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Battery Back-Up Systems & Replacement Batteries

Master

Ordering instructions

INTRODUCTION

A. PURPOSE

The MASTER AGREEMENT provides a means whereby State and local agencies may acquire Battery Back-Up Systems (BBS) & Replacement Batteries for Light Emitting Diode (LED) Traffic Signal Modules by purchase. This agreement also includes warranty provisions for these products.

These contracts are in support of the program administered by the Department of Transportation (Caltrans).

All devices meet the general specifications of the Transportation Electrical Equipment Specifications (TEES), Chapter 1—General Specifications, as well as the specification Section IV, pages 57 to 71.

The bid specification establishes the minimum requirements for a complete emergency battery backup system for use with Light Emitting Diodes (LED) Traffic Signal Modules. The battery back-up system (BBS) shall include, but not be limited to the following: inverter/charger, power transfer relay, batteries, a separate manually operated non-electronic bypass switch (See Figure 1 – BBS Block Diagram) and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal system (Vehicle and Pedestrian Traffic) in the event of a power failure or interruption.

The BBS shall be capable of providing power for full run-time operation for an “LED-only” intersection (all colors: red, yellow, green and Pedestrian Heads) or flashing mode operation for an intersection using Red LED’s.

The BBS shall be designed for outdoor applications, in accordance with the Caltrans Transportation Electrical Equipment Specifications (TEES), dated November 19, 1999, Chapter 1, Section 8 requirements. For more information go to this link: http://www.dot.ca.gov/hq/esc/ttsb/electrical/electrical_index.htm

This agreement is effective from March 25, 2002 through March 24, 2004. Orders for BBS and Batteries may be placed during the entire contract term. This is referred to as the “Order Window”. This agreement contains a provision for DGS to extend the contract term for one (1) additional year.

A local agency is any city, county, district or other governmental body empowered to spend public funds per California Contract Code Section 12110. While the State of California makes this Master Agreement available to Local Governmental Agencies, each Local Agency should make its own determination whether using the Master Agreement is consistent with its procurement policies and regulations.

The products that may be acquired are as follows:

- 1) Battery Back-Up System, Internally Mounted
- 2) Replacement Battery

B. BENEFITS

1. Provide Emergency Battery Back-Up systems for existing LED modules in case of failure or power outage.
2. Choice of several contractors depending on the State's needs.
3. Multiple suppliers provide for coverage over a larger area Statewide.
4. Fixed rates over the contract period.
5. Since this competitive procurement establishes fair and reasonable prices in a Master Agreement format, it is unnecessary for each State Department or Agency to conduct additional competitive procurements, unless the agency feels this agreement does not meet its needs.
6. Disabled Veteran Enterprise participation requirements have been met.
7. Assurance that the brands offered by each contractor has been previously tested for quality and acceptance before bid process.

C. SUPPLIER CONTACTS

U.S. Traffic Corp.

Myers, Custom Products

9603 John Street
Santa Fe Springs, CA 90670
Tel: 1-562-923-9600
Fax: 1-562-923-7555
Dave Rosen, Exec. Vice President
Email: dave.rosen@idc-traffic.com
Web: www.myerscustom.com
Model: PBM-1250C
(Internal Battery Option Only)
MPA# 1-02-63-01
FEIN# 95-4678948

On-Line Power (Certified Small Business)

5701 Smithway Street
Commerce, CA 90040
Tel: 1-323-721-5017
Fax: 1-323-721-3929
Moe Hanson, Exec. Vice President
Email: mhanson@onlinepower.com
Web: <http://www.onlinepower.com/>
Model: IPC-Caltrans / PN: UP.750801LDN1
(Internal Battery Option Only)
MPA#1-02-63-02
FEIN# 33-0339324

Dimensions Unlimited, Inc.

4467 White Bear Pkwy.
St. Paul, MN 55110-7626
Tel: 1-800-553-6418
Fax: 1-651-653-7600
Dennis Getter, President
Email: sales@dimensionsunlimited.com
Web: www.dimensionsunlimited.com
Model: DUI-24/1100Z3
(Internal Battery Option Only)
MPA# 1-02-63-03
FEIN# 41-1494859

Clary Corporation (Certified Small Business)

1960 South Walker Ave.
Monrovia, CA 91016
Tel: 1-800-551-6111 x.244
Fax: 1-626-359-0254
Craig Bolden, Sr. Applications Engineer
Email: cbolden@clary.com
Web: www.clary.com
Model: SP1000CR
(Internal Battery Option Only)
MPA# 1-02-63-04
FEIN# 95-0630196

D. STATE OF CALIFORNIA CONTACT

Department of General Services
Procurement Division
Janine Vine
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916-375-4457
Fax: 916-375-4522

CALTRANS CONTACT FOR CALTRANS ORDERS ONLY

Department of Transportation
Jeff Forester
Phone: 916-227-7069

E. ORDERING PROCESS

The Department of Transportation has determined the ordering process will be as follows. At the time the State determines the need to issue an order it will start the procurement process by first contacting the Contractor which has the **lowest total cost** for the specific equipment to be included in the order. To be selected the Contractor must be able to:

1. Supply full compliment of the equipment to be ordered for the intersection system order in the required numbers and types.
2. Meet the required delivery terms and conditions for the full compliment of equipment to be ordered in the required numbers and types.

If the lowest total cost Contractor does not meet these selection criteria, the State will then contact the next lowest total cost Contractor for the specific equipment to be ordered. Contractors must be contacted in the following order:

1. U.S. Traffic Corporation
2. On-Line Power
3. Dimensions Unlimited
4. Clary Corporation

F. ORDER PLACEMENT

Orders may be placed at any time during the effective periods of the contracts. All contracts are currently effective from March 25, 2002 through March 24, 2004. All orders shall expire no later than the expiration of the Master Agreement.

G. ORDER INITIATION

Coordinate with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.) There may be forms that need to be completed. Local agencies must agree to the State's administrative fee, currently 1.21%. This amount will be billed directly to the agency by DGS.

H. PRICE INFORMATION

All prices shall be FOB destination. Prices are maximum for the contract period subject to the State receiving full benefit of all manufacturers' price declines effective on the date of manufacturer's general public announcement.

I. PACKAGING, MARKING AND PALLETIZATION

All supplies provided by the supplier shall be packaged in a manner consistent with standard commercial packaging sufficient to protect the supplies.

The formation of the lots or shipments and the manner in which each lot or shipment is to be presented and identified by the supplier shall be designated or approved under Caltrans authority. It is preferred that each unit in a given shipment is packaged in a separate box. Shipments shall be delivered in production lot order. Each unit from a single lot shall be permanently marked or labeled with a unique, consecutive, sequential serial number and the production date. A list of unit production dates and unit serial numbers contained within the shipping carton shall be affixed to the outside of every shipping carton. Each carton shall be marked with the supplier's name and the purchase order number. Each shipment shall include a packing list with all serial numbers listed.

Each lot or batch shall, as far as is practicable, consist of units of product of a single type, grade, class, size, and composition, manufactured under essentially the same conditions, and at essentially the same time.

J. DELIVERY AND ACCEPTANCE

Delivery shall be made to Caltrans and any local agency within California. In case of production restrictions, which may cause delivery delays, Caltrans orders will take priority over other orders in receiving shipments.

Entire delivery of orders must be completed within 45 days after receipt of order.

Supplier is to provide notice to the State 48 hours in advance of delivery of BBS.

K. WARRANTY

Manufacturers shall provide a two (2) year factory-repair warranty for parts and labor on the BBS from date of acceptance by the State. Batteries shall be warranted for full replacement for two (2) years from date of purchase. The warranty shall be included in the total bid price of the BBS.

L. CALTRANS SPECIAL TERMS AND CONDITIONS

PACKAGING AND MARKING

Lot or Shipment Size

Each lot or batch shall, as far as is practicable, consist of units of product of a single type, grade, class, size, and composition, manufactured under essentially the same conditions, and at essentially the same time.

Presentation of Lots or Shipments

The formation of the lots or shipments and the manner in which each lot or shipment is to be presented and identified by the supplier shall be designated or approved under Caltrans authority. Each unit in a given shipment shall be packaged in a separate box or carton. Shipments shall be delivered in production lot order. Each unit from a single lot shall be permanently marked or labeled with a unique, consecutive, sequential serial number and the production date. A list of unit production dates and unit serial numbers contained within the shipping carton shall be affixed to the outside of every shipping carton. Each carton shall be marked with the supplier's name and the purchase order number. Each shipment shall include a packing list with all serial numbers listed.

CALTRANS DELIVERY AND ACCEPTANCE

Delivery shall be made to Caltrans and any local agency within California. In case of production restrictions, which may cause delivery delays, Caltrans orders will take priority over other orders in receiving shipments.

Entire delivery of orders must be completed within 45 days after receipt of order.

Supplier is to provide notice to the State 48 hours in advance of delivery of BBS. Suppliers are to contact the Caltrans representative listed on Section I.K, page.7, to allow time to arrange material handling equipment on site for unloading.

A "Certificate of Compliance" shall be provided for each delivery. The "Certificate of Compliance" shall be provided with each purchase order issued and will be due upon receipt of first article delivered. Failure to provide the certification with each delivery will cause a delay in payment.

Supplier must clearly and correctly mark all cartons to identify the contents of the carton. Additionally, all BBS units and all replacement batteries shall be individually boxed in re-shippable cartons and marked with the manufacturers name, Supplier name, Purchase Order (PO) number, description of item and CalTrans CT#,

BBS unit CT# 7440-0673-5

Replacement Battery CT# 7440-0674-7

Delivery of the item(s) on the orders with suppliers must be made within the time specified in the order. If this purchase order requires delivery in accordance to a delivery schedule of specific quantity lots, acceleration of delivery or a series of delivery, whether for the benefit of the supplier or for the benefit of the State, must be coordinated and approved in advance with the agency contact listed in Section I.K, page.7. Up to two partial deliveries will be allowed per line item as long as the quantity of any partial shipment is not less than thirty (30) percent of the line item quantity. Delivery will not be considered complete—for purposes of the time allowed for testing—until entire lot quantity (in the case of partial deliveries) or the entire line item quantity is received. Supplier is responsible for notifying the Caltrans representative as to whether partial deliveries will be made and in what quantities. Deviations from this requirement must be approved in advance and in writing.

Work in Progress Order Status Report will be required from each Supplier after ARO and Pre-Production Meeting (if required) per order. This report will be used to determine if quantities will be shipped and delivered to destinations within 45 days. Suppliers failing to submit reports within 20 days or failing to complete orders will be put on a suspension of contract.

After award of contractors, Caltrans testing facility will only be responsible for random sample testing of Caltrans shipments. Sample testing will normally be completed within 30 days after delivery to the Caltrans Laboratory, barring deficiencies in the shipment, which would reset the clock. Caltrans **will not test** shipments for any other agency. It is the responsibility of other State and local agencies to determine and test their own products ordered.

Items delivered shall perform Design Qualification Testing on the BBS system(s) offered, and when any major design change has been implemented on an existing design. See bid Specification Page 62, 5.4 for further explanation. The State may reject any item or an entire shipment which is not in compliance with these specifications or which is in breach of warranty, express or implied, or which is otherwise defective. Time required for testing shall not exceed thirty (30) days. The dollar value of the units rejected will be deducted from the supplier's invoice. Testing will be conducted in accordance with random sampling from each delivery lot. For the purpose of retesting any rejected item(s), another full thirty (30) days will be allowed for testing/acceptance of resubmitted units. **Caltrans will submit notification in writing of product failure and timeframes to supplier(s) and forward a copy to DGS.**

All initial tests will be at State expense.

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All testing subsequent to rejection of the item(s) for failure to comply with specification requirements will be at the expense of the supplier. Deductions to cover the cost of such testing will be made from any monies due or which may become due the supplier under this purchase order.

Rejected items or shipments will be returned to the supplier by common carrier at supplier's expense and risk unless supplier notifies the Department of Transportation, Transportation Laboratory, that supplier will pick up rejected items within seven days of notification.

PAYMENTS AND INVOICES

Invoices for payment shall be submitted to the user Agency at the end of each month for services or goods satisfactorily completed during that month.

The Invoice will contain the Master Purchase Agreement Contractor number; the name of The User Agency; the location where the service was performed or goods were delivered; and, either in its body or as an attachment, will contain a copy of the report itemizing work completed that month.

REPORTING REQUIREMENTS

Contractor must submit a monthly report of all purchase orders received by the 20th working day of the month following receipt of any order issued against this MPA. The report shall include all of the following data from the STD. 65.

- a. Ordering Agency's name and billing address
- b. Billing Code Number
- c. Purchase Order Number
- d. Total of Each Purchase Order
- e. Contractor MPA Contract number

Reports shall be submitted to:

The Department of General Services
Procurement Division
Master Agreements and Contract Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

FAILURE TO SUBMIT REPORTS CAN RESULT IN A DEFAULT OF THE CONTRACT. REPORTS ARE A REQUIREMENT OF THE STATE FOR THIS CONTRACT.

PRICING

All prices shall be FOB destination. Prices are maximum for the contract period subject to the state receiving full benefit of all manufacturers' price declines effective on the date of manufacturer's general public announcement.

CONTRACT GUIDELINES

Battery Back-Up Systems & Replacement Batteries

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A. NEW ORDERS

Orders may be placed by completing a STD. 65 (Contract/Delegation Purchase Order). Detailed instructions on completing these forms are contained in Section III.

Once you have obtained any necessary departmental and agency approvals, PLEASE COMPLETE THE STD. 65, CONTRACT/DELEGATION PURCHASE ORDER and mail it directly to the contractor.

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase order document as long as it includes the same information as that required on the STD. 65, including the Agency Billing Code described below.

B. LOCAL AGENCIES GUIDELINES FOR USE OF THIS MSA

- Local agencies must have obtained internal approval prior to issuing an order against this MSA. Local agencies must agree to all the terms and conditions of this MSA when issuing orders against this MSA.
- Local agencies may use their own contract forms but must include all pertinent information as required by State ordering agencies—the data elements are described in Section VI, Forms
- DGS charges the users of this MSA an administrative fee. The DGS administrative fee is a specified percentage of contracted services. DGS annually sets the percentage for such administrative fee. Agencies using this MSA should check the DGS website for current rates. The DGS administrative fee is not included in the contractor's hourly rates for this MSA. Local agencies must agree to the State's administrative fee. The State will bill the local agency for using this MSA as outlined above.
- The DVBE participation goals do not apply to MSA orders issued by local agencies.
- The Small Business preference does not apply to MSA orders issued by local agencies. Local agencies are not required to track dollars spent through the use of certified small businesses.
- Local Agency Reporting—send one copy of the approved order/contract form along with a copy of the Contractor and Evaluation and Selection Form (refer to Section VI, Forms) to DGS/Procurement Division, Attn: Master Agreements and Contracts Section (MACS). The local agency resolution, if required, approving use of the MSA must be attached to the approval order/contract. The local agency order/contract document **must** include the DGS billing code. If a local agency has not been assigned a DGS billing code, it should fax its name and complete billing address to the DGS/PD/MACS at 916/375-4442

C. DISTRIBUTION OF ORDER FORMS

For State Agencies, copies of the STD. 65 with original signatures must be sent to the Contractor, State Controller and DGS, Procurement Division.

Department of General Services
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Attn: Master Agreement Coordinator

State Controller's Office
Audit Unit
3301 C Street, Room 404
Sacramento, CA 95814

For Local Agencies, copies of Purchase Orders must be sent to the Contractor and DGS, Procurement Division.

State and local agencies should also keep a copy of the order form with original signatures on file.

D. TERMINATION

Any State or local agency may terminate any order issued against this agreement upon 30 days notice. This does not affect the standard termination clause of the Master Purchase Agreement concerning failure to perform or upon mutual consent.

E. AMENDMENTS

Amendments to orders must be issued if the quantity, type of module or if the dollar amount of the order is changed. Copies of all changes must be forwarded as stated above under DISTRIBUTION.

F. CONTRACTOR PERFORMANCE

The Procurement Division solicits agency assistance in improving the Master Agreement program by taking time to identify and report instances of both outstanding and diminished performance associated with your use of this Agreement. A Master Agreement Supplier Performance report is included in this Agreement as the vehicle for communicating in writing with the Procurement Division. These reports will become a written, chronological record of performance.

Agencies should complete the form as the need arises and transmit it to the Procurement Division, Master Agreement Coordinator, who will research any problems identified and respond in writing with a report of the action taken to resolve the problem.

G. DVBE

Since the Department of General Services awarded this MPA, the DGS will report any efforts towards DVBE participation. When placing an order against this MPA, agencies will not need to consider DVBE participation as a part of their selection criteria.

H. STATE POLICY FOR STATE AGENCIES

THE USE OF MASTER AGREEMENTS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE MASTER AGREEMENT PROGRAM FOR THEIR AGENCY BY COMPARING DIFFERENT SCHEDULES FOR VARYING SERVICES AND PRICES AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS TO OBTAIN THE BEST VALUE AVAILABLE.

I. REPORTING REQUIREMENTS

Contractor must submit a monthly report of all purchase orders received by the 20th working day of the month following receipt of any order issued against this MPA. The report shall include all of the following data from the STD. 65.

- f. Ordering Agency's name and billing address
- g. Billing Code Number
- h. Purchase Order Number
- i. Total of Each Purchase Order
- j. Contractor MPA Contract number

Reports shall be submitted to:

The Department of General Services
Procurement Division
Master Agreements and Contract Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

***FAILURE TO SUBMIT REPORTS CAN RESULT IN A DEFAULT OF THE CONTRACT.
REPORTS ARE A REQUIREMENT OF THE STATE FOR THIS CONTRACT.***

FORMS

The STD. 65, CONTRACT/DELEGATION PURCHASE ORDER

1. **Agency Bill Code**
THIS FIELD IS MANDATORY. Please place the Agency Bill Code as assigned by the Department of General Service in this field. There is to be only one bill code per order. Local agencies without a billing code may obtain a billing code by calling (916) 375-4442. Once assigned a billing code, it can be used on all future orders.
2. **CONTRACT/DELEGATION NUMBER**
Enter the appropriate contract number for the supplier with whom you are placing your order in this field. These numbers are located with the supplier's address in these Ordering Instructions in Section I-C.
3. **Page Number and Total Number**
Enter the page number and total number of pages for each order. This should be shown with two digits: (i.e. 01 of 02).
4. **Ship To**
Enter the Ship To address. Enter the name and telephone number of the person who will be accepting delivery.
5. **Bill To**
Enter the address where invoices will be sent. Enter the name and telephone number of the section that will be handling the invoice payment in your agency.
6. **Agency Order Number**
Enter your agencies' assigned Purchase Order number.
7. **Date Wanted**
Specify the date you would like this order delivered.
8. **Date**
Enter the date the purchase order will be mailed. The month, day and year should be indicated with two digits; (i.e. September 6, 2001 as 09/06/01).
9. **To Firm Address**
Enter the supplier's name and address as shown in Section I-C.
10. **Quantity, Unit**
Enter the quantity of traffic signal module model and **EA** under the unit column. Use separate items for different models.

11. Stock Number

The following Commodity Codes have been assigned for the purchase of these traffic signal modules:

6135-000-0006-3 Battery Back-Up System, Internally Mounted Option
1096-00-687-1 Replacement Battery

CALTRANS Stock Numbers are as follows:

CT# 7440-0673-5 Battery Back-Up System, Internally Mounted Option
CT# 7440-0674-7 Replacement Battery

12. Description

For BBS & Battery purchases, please use the commodity code and description above.

13. Unit Price

Insert the unit price specified on the Price Sheets in Section IV.

14. Extension

Multiply the per unit price by the quantity of BBS and/or Batteries, insert this amount in the extension column.

15. Total

Add the total of purchases from the extension column for this order and place the amount in this field. In the case of an amendment, enter the accumulated cost of the original order and the amendment amount to arrive at the total cost.

16. Signature

An original signature of the person with the proper signature authority within your department or agency to sign this order must appear on the purchase order.

To obtain an electronic Standard 65, use the following link current as of March 25, 2002:

<http://www.osp.dgs.ca.gov/default.asp?mp=../fmc/default.asp>

STATE AGENCY MPA CONTRACT PERFORMANCE REPORT

1. GENERAL INFORMATION

Date: _____

Contractor Name: _____

Agency Name: _____

Contact Person: _____

Order Number: _____ Phone Number: _____

2. OUTSTANDING PERFORMANCE

Have you hired this Contractor previously: Yes _____ No _____

Provide a brief explanation of the situation and what was done by the Contractor that made their work outstanding:

3. PROBLEM REPORTING

Has the problem been resolved? Yes _____ No _____

Provide a brief explanation of the situation that resulted in the problem:

Discuss what has been done by the Contractor and your Agency to resolve the problem:

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CONTRACT PRICES FOR BATTERY BACK-UP SYSTEMS & REPLACEMENT BATTERIES

Agency must first contact lowest cost meeting agencies needs, please refer to Section I-4 Paragraph E, for process instructions.

US Traffic Corporation
Contract # 1-02-63-01

<u>Battery Back-Up System</u>	<u>Model # 6135-000-0006-3</u>
Brand:	Myers Custom Products
Product Code No.:	PBM1250C
Manufacturer:	Myers Custom Products
Unit Price:	\$1387.00

<u>Replacement Battery</u>	<u>Model # 1096-000-0687-1</u>
Brand:	Power Battery
Product Code No.:	PRC-1265
Manufacturer:	Power Battery
Unit Price:	\$79.00

OnLine Power (Certified Small Business)
Contract # 1-02-63-02

<u>Battery Back-Up System</u>	<u>Model # 6135-000-0006-3</u>
Brand:	IPC CalTrans
Product Code No.:	UP.750801LDN1
Manufacturer:	OnLine Power
Unit Price:	\$1529.60

<u>Replacement Battery</u>	<u>Model # 1096-000-0687-1</u>
Brand:	Concord
Product Code No.:	AGM-1265T
Manufacturer:	Concord
Unit Price:	\$76.95

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Dimensions Unlimited
Contract # 1-02-63-03

<u>Battery Back-Up System</u>	<u>Model # 6135-000-0006-3</u>
Brand:	Dimensions
Product Code No.:	DUI-24/1100Z3
Manufacturer:	Dimensions Unlimited
Unit Price:	\$1700.00

<u>Replacement Battery</u>	<u>Model # 1096-000-0687-1</u>
Brand:	MK Battery 8A24-AGM
Product Code No.:	390003
Manufacturer:	East Penn
Unit Price:	\$115.00

Clary Corporation (Certified Small Business)
Contract # 1-02-63-04

<u>Battery Back-Up System</u>	<u>Model # 6135-000-0006-3</u>
Brand:	Clary
Product Code No.:	SP1000CR
Manufacturer:	Clary Corporation
Unit Price:	\$2975.00

<u>Replacement Battery</u>	<u>Model # 1096-000-0687-1</u>
Brand:	Clary Outpost
Product Code No.:	OPB1241
Manufacturer:	Concorde
Unit Price:	\$108.00

GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized contracting official.
 - c) **"Contract"** means this purchase order, contract or agreement, by whatever name known or in whatever format used.
 - d) **"Contractor"** means the business entity with whom the State enters into a contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, equipment ("commodities") and information and telecommunication technology.
 - f) **"State"** means the State of California, its employees and authorized representatives.
2. **CONTRACT FORMATION:**
 - a) If this contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this contract and no further action is required by either party.
 - b) If this contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this contract document is the State's acceptance of that offer.
 - c) If this contract resulted from a joint bid, it shall be deemed one indivisible contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

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Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this contract.

9. **ASSIGNMENT:** This contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ~~**ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this contract, the following order of precedence shall apply:~~

- ~~a) contract form, i.e., Purchase Order, Standard Agreement, etc., and any amendments thereto;~~
- ~~b) specifications/Statement of Work;~~
- ~~c) special terms and conditions;~~
- ~~d) general terms and conditions, including these General Provisions; and~~
- ~~e) all other attachments incorporated herein by reference.~~

~~The specifications shall prevail over any subsidiary documents referenced therein.~~

12. **PACKING AND SHIPMENT:**

- a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's contract number;

item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

- c) Shipments must be made as specified in this contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the contract.

- a) Contractor must strictly follow contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **TIME IS OF THE ESSENCE:** Time is of the essence in this contract.

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15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the contract without written consent of the buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the contract.
- b) All goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give notice of rejection of goods delivered or services performed

hereunder within a reasonable time after receipt of such goods or performance of such services. Acceptance by the State shall not waive any rights that the State might otherwise have at law or by express reservation in this contract with respect to any nonconformity.

18. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. WARRANTY: Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

- a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.

20. SAFETY AND ACCIDENT PREVENTION:

In performing work under this contract on State premises, Contractor shall conform to any specific safety requirements contained in the contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this contract in accordance with the default provisions hereof.

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21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS

a) If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected goods furnished under this contract, terminate any services supplied to the State under this contract, and relieve the State of any further obligation therefor.

b) **STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.**

23. TERMINATION FOR THE CONVENIENCE OF THE STATE-

a) The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a

termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

- i) Stop work as specified in the Notice of Termination.
- ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- iii) Terminate all subcontracts to the extent they relate to the work terminated.
- iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- i) Deliver the goods or to perform the services within the time specified in the contract or any amendment thereto;
- ii) Make progress, so as to endanger performance of this contract (but see subparagraph (b) below); or
- iii) Perform any of the other provisions of this contract (but see subparagraph (b), below).

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- b) The State's right to terminate this contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
- c) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those goods or services. However, the Contractor shall continue the work not terminated.
- d) If the contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the buyer, any:
 - i) Completed goods, and
 - ii) Partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay contract price for completed goods delivered and accepted. The Contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any goods furnished or services provided by the Contractor in the performance of the contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

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27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by the Contractor during the contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this contract.

29. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

For contracts in excess of \$50,000, in accordance with GC 16645 et seq., every invoice shall include a certification that the Contractor shall not use state funds to assist, promote or deter union organizing during the life of the contract, including any extensions or renewals thereof.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (I) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this contract.

32. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided,

however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

- d) Should the goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such goods or software and make every reasonable effort to assist the State in procuring substitute goods or software. If, in the sole opinion of the State, the return of such infringing goods or software makes the retention of other goods or software acquired from the Contractor under this contract impractical, the State shall then have the option of terminating such contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.

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- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the

Department of General Services, Deputy Director, Procurement Division. In the event that this contract is for information technology goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this contract, Contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

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- i) Cancel the Stop Work Order; or
- ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this contract.
- e) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. PRIORITY HIRING CONSIDERATIONS:

If this contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent

or representative of the Contractor, to any officer or employee of the State with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the State shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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43. NATIONAL LABOR RELATIONS BOARD

CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i) the assignee has not been injured thereby, or
 - ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE

WORKPLACE

CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i) will receive a copy of the company's drug-free policy statement; and,
 - ii) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

46. YEAR 2000 COMPLIANCE: Contractor warrants that it will provide only Year 2000 compliant products and/or services to the State in all present and future contracts and that Year 2000 compliant products and/or services meet the following requirements:

- a) For information technology goods and/or services, the Contractor warrants and represents that the hardware, software and firmware goods and services delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology used in combination with the information technology being

GENERAL PROVISIONS

acquired, properly exchanges data with it. This warranty and representation is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

- b) For non-information technology goods the Contractor warrants and represents that the goods delivered under this contract are "Year 2000 compliant". For purposes of this contract, a good is Year 2000 compliant if it will continue to function fully before, at and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.
- c) Resellers must obtain written confirmation from the manufacturer that the goods and/or services are Year 2000 compliant, as defined above.

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq

47. FORCED, CONVICT AND INDENTURED

LABOR: In accordance with PCC Section 6108, Contractor warrants that no foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract are produced in whole or in part by or with the benefit of forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

48. RECYCLING:

Contractor hereby certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies offered, or products used in the performance of this contract meet or exceed the minimum percentage of recycled material as defined in PCC Sections 12161 and 12200.

49. CHILD SUPPORT COMPLIANCE ACT:

For any contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

Bid Specification
Battery Back-up System For Traffic Signals
With Light Emitting Diodes (LED) Traffic Signal Modules
Internal / External Cabinet Battery Mounting Options

GENERAL SCOPE

This bid specification establishes the minimum requirements for a complete emergency battery backup system for use with Light Emitting Diodes (LED) Traffic Signal Modules. The battery back-up system (BBS) shall include, but not be limited to the following: inverter/charger, power transfer relay, batteries, a separate manually operated non-electronic bypass switch (See Figure 1 – BBS Block Diagram) and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal system (Vehicle and Pedestrian Traffic) in the event of a power failure or interruption.

The BBS shall be capable of providing power for full run-time operation for an “LED-only” intersection (all colors: red, yellow, green and Pedestrian Heads) or flashing mode operation for an intersection using Red LED’s.

The BBS shall be designed for outdoor applications, in accordance with the Caltrans Transportation Electrical Equipment Specifications (TEES), dated November 19, 1999, Chapter 1, Section 8 requirements.

For the purposes of this procurement, only the products listed on the “Acceptable Brands List” (ABL) contained within this specification will be considered for award. Manufacturers that wish to have their products evaluated for possible inclusion to the ABL will be considered for future procurements. For sample evaluation procedure for new products contact: Mr. Jeff Forester at (916) 227-7069, Caltrans Laboratory, 5900 Folsom Blvd., Sacramento, CA 95819.

1.0 OPERATION

1.1

The BBS shall provide a minimum two (2) hours of full run-time operation for an “LED-only” intersection (minimum 700W/1000VA active output capacity, with 80% minimum inverter efficiency).

1.2

The maximum transfer time from loss of utility power to switchover to battery backed inverter power shall be 150 milliseconds.

1.3

The BBS shall provide the user with 3-sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel-mounted terminal block, rated at a minimum 120V/1A, and labeled so as to identify each contact. For typical configuration, see Figure 3(b).

1.3.1

The first set of NO and NC contact closures shall be energized whenever the unit switches to battery power. Contact shall be labeled or marked “On Batt.”

1.3.2

The second set of NO and NC contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contact shall be labeled or marked “Low Batt.”

1.3.3

The third set of NO and NC contact closures shall be energized two hours after the unit switches to battery power. Contact shall be labeled or marked “Timer.”

1.4

Operating temperature for both the inverter/power transfer relay and manual bypass switch shall be -37 °C to +74 °C.

1.5

Both the Power Transfer Relay and Manual Bypass Switch shall be rated at 240VAC/30 amps, minimum.

1.6

The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 4.0 mV/°C per cell.

1.6.1

The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with 2 meters (6'6") of wire.

1.7

Batteries shall not be recharged when battery temperature exceeds 50°C ± 3°C.

1.8

BBS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 100VAC to 130VAC (± 2VAC).

1.9

When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output, ≤ 3% THD, 60Hz ±3Hz.

1.10

BBS shall be compatible with Caltrans Model 332 Cabinets, Model 170 Controllers, Model 2070 Controllers and cabinet components for full time operation.

1.11

When the utility line power has been restored at above 105 VAC ±2 VAC for more than 30 seconds, the BBS shall dropout of battery backup mode and return to utility line mode.

1.12

When the utility line power has been restored at below 125VAC ±2 VAC for more than 30 seconds, the BBS shall dropout of battery backup mode and return to utility line mode.

1.13

BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

1.14

In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC state, where utility line power is reconnected to the cabinet.

1.15

Recharge time for the battery, from "protective low-cutoff" to 80% or more of full battery charge capacity, shall not exceed twenty (20) hours.

2.0 MOUNTING/ CONFIGURATION

2.1 GENERAL

2.1.1

Inverter/Charger Unit shall be rack or shelf-mounted.

2.1.2

Power Transfer Relay and Manual Bypass Switch shall be mounted on the 332 Cabinet standard Electronic Industries Association (EIA) rail.

2.1.3

All interconnect wiring provided between Power Transfer Relay, Bypass Switch and Cabinet Terminal Service Block shall be no less than 2 meters (6'6") of #10 AWG wire.

2.1.4

Relay contact wiring provided for each set of NO/NC relay contact closure terminals shall be 2 meters (6'6") of #18 AWG wire.

2.1.5

See Figure 4 that provides clarification as to how BBS Power Transfer Relay and Manual Bypass Switch are interconnected with Model 332A Cabinets in order to ensure interchangeability between all BBS manufacturers.

2.1.6

All necessary hardware for mounting (shelf angles, rack, etc) shall be included in the bid price of the BBS. A minimum of 6 bolts/fasteners shall be used to secure swing-trays to the 332 Cabinet standard EIA 482.6mm (19") rack. All bolts/fasteners and washers shall meet the following requirements:

Screw type: Pan Head Phillips machine screw

Size and Thread pitch: 10-32

Material: 18-8 stainless steel (Type 316 stainless steel is acceptable as an alternate)

Washer: Use one flat washer (18-8 stainless steel) under the head of each 10-32 screw (provided that the screws are properly tightened, lock washers are unnecessary.)

Number of screws per swivel bracket, minimum: 6 screws (minimum) per swivel bracket. Spaced evenly along bracket, with one screw near each end.

2.2 INTERNALLY MOUNTED BATTERY OPTION

2.2.1

Complete BBS, including batteries, shall fit inside a typical, fully equipped Caltrans Model 332 Cabinet that includes one Model 170 or 2070 controller.

2.2.2

Mounting method shall be shelf-mount, rack-mount, swing-tray mount or combination of either. Front-mounted available rack space is 3U or approximately 152.4mm (6"). For additional space, see Figure 2 – BBS Mounting Diagram

2.2.3

Batteries mounted below the controller shelf shall be swing-tray mounted. Batteries may be shelf mounted in area behind controller so long as shelf and batteries do not interfere with controller unit and C1 plug.

2.3 EXTERNAL BATTERY CABINET OPTION

2.3.1

Inverter/Charger, Power Transfer Relay and manually operated Bypass Switch shall fit inside a typical fully equipped Caltrans Model 332 Cabinet that includes one Model 170 or 2070 controller.

2.3.2

Batteries shall be housed in a NEMA 3R rated cabinet mounted to the side of the Model 332 Cabinet (see Figure 5 for details). This external battery cabinet shall conform to TEES Chapter 7, Section 2-Housings for the construction and finish of the cabinet.

2.3.3

Batteries shall be mounted on individual shelves.

2.3.4

Four shelves shall be provided. There shall be a minimum of 304.8mm (12") clearance between shelves. Each shelf shall be a minimum of 228.6mm (9") X 635.0mm (25"), and capable of supporting a minimum of 57kg (125 lbs.)

2.3.5

The external battery cabinet shall mount to the Model 332 Cabinet with a minimum of eight bolts. (See Figure 5)

2.3.6

The dimensions of the external battery cabinet shall be as shown in Figure 5.

2.3.7

The external battery cabinet shall be ventilated through the use of louvered vents (2), filters, and one thermostatically controlled fan as per TEES Chapter 7 Section 2-Housings.

2.3.8

External battery cabinet fan shall be AC operated from the same line output of the Manual Bypass Switch that supplies power to the 332 Cabinet.

2.3.9

The external battery cabinet shall have a door opening to the entire cabinet. The door shall be attached to the cabinet through the use of a continuous stainless steel or aluminum piano hinge. The door shall use a padlock clasp in order to lock the door.

2.3.10

The BBS with external battery cabinet shall come with all bolts, conduits and bushings, gaskets, shelves, and hardware needed for mounting.

3.0 MAINTENANCE, DISPLAYS, CONTROLS AND DIAGNOSTICS

3.1

The BBS shall include a display and /or meter to indicate current battery charge status and conditions.

3.2

The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.

3.3

The BBS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.

3.4

The BBS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.

3.5

The BBS shall include a reset able front-panel event counter display to indicate the number of times the BBS was activated and a front-panel hour meter to display the total number of hours the unit has operated on battery power.

3.6

Manufacturer shall include two (2) sets of equipment lists, operation and maintenance manuals, and board-level schematic and wiring diagrams of the BBS, and the battery data sheets. Manual shall conform to TEES 1999, Chapter 1, Section 1.2.4.2.

4.0 BATTERY SYSTEM

4.1

Individual batteries shall be 12V type, 65 amp-hour maximum, and shall be easily replaced and commercially available off the shelf.

4.2

Batteries used for BBS shall consist of 4 to 8 batteries with a cumulative minimum rated capacity of 240 amp-hours.

4.3

Batteries shall be deep cycle type, sealed prismatic lead-calcium based AGM/VRLA (Absorbed Glass Mat/ Valve Regulated Lead Acid) or comparable.

4.4

Batteries shall be certified by the manufacturer to operate over a temperature range of – 25°C to +74°C.

4.5

The batteries shall be provided with appropriate interconnect wiring and corrosion-resistant mounting trays and/or brackets appropriate for the cabinet into which they will be installed.

4.6

Batteries shall indicate maximum recharge data and recharging cycles.

4.7

Battery interconnect wiring shall be via modular harness. Batteries shall be shipped with positive and negative terminals pre-wired with red and black cabling that terminates into a typical power-pole style connector. Harness shall be equipped with mating power-pole style connectors for batteries and a single, insulated plug-in style connection to inverter/charger unit. Harness shall allow batteries to be quickly and easily connected in any order and shall be keyed and wired to ensure proper polarity and circuit configuration.

4.8

Battery terminals shall be covered and insulated so as to prevent accidental shorting.

5.0 QUALITY ASSURANCE (Q.A.)

5.1

Each BBS shall be manufactured in accordance with a manufacturer Quality Assurance program. The Q.A. program shall include two types of Quality Assurance procedures: (1) Design Q.A. (see 5.4 below) and (2) Production Q.A. The Production Q.A. shall include statistically controlled routine tests to ensure minimum performance levels of BBS units built to meet this specification and a documented process of how problems are to be resolved.

5.2

Q.A. process and test results documentation shall be kept on file for a minimum period of seven years.

5.3

Battery Backup System designs not satisfying Design Qualification Testing and Q.A. testing performance requirements shall not be labeled, advertised, or sold as conforming to this specification.

5.4 DESIGN QUALIFICATION TESTING

5.4.1

The manufacturer, or an independent testing lab hired by the manufacturer, shall perform Design Qualification Testing on the BBS system(s) offered, and when any major design change has been implemented on an existing design. A major design change is defined as any modification, either material, electrical, physical or theoretical, that changes any performance characteristics of the system, or results in a different circuit configuration. Where a dispute arises in determining if a system is a new design or if the system has had a major design change, the State will make the final determination if Design Qualification Testing is required prior to production consideration.

5.4.2

A quantity of two units for each design shall be submitted for verification Design Qualification Testing.

5.4.2.1

Test units shall be submitted to Caltrans Trans Lab, Electrical Testing Branch after the manufacturer's testing is complete.

5.4.2.2

Manufacturer's testing data shall be submitted with test units for Caltrans verification Design Qualification Testing.

5.4.3 Burn In.

The sample systems shall be energized for a minimum of 5 hours, with full load of 700 watts, at temperatures of +74°C and -37°C, excluding batteries, before performing any design qualification testing.

5.4.4

Any failure of the BBS, which renders the unit non-compliant with the specification after burn-in, shall be cause for rejection.

5.4.5

For Design Qualification Testing, all specifications will be measured including, but not limited to:

5.4.5.1

Run time while in battery backup mode, at full load.

5.4.5.2

Proper operation of all relay contact closures ("On-Batt", "Low-Batt" and "Timer").

5.4.5.3

Inverter output voltage, frequency and harmonic distortion and efficiency when in battery backup mode.

5.4.5.4

All utility mode – battery backup mode transfer voltage levels. See BBS Spec 1.8, 1.11 and 1.12.

5.4.5.5

Power transfer time from loss of utility power to switchover to battery backed inverter power.

5.4.5.6

Back feed voltage to utility when in battery backup mode.

5.4.5.7

IEEE/ANSI C.62.41 compliance.

5.4.5.8

Battery charging time.

5.4.5.9

Event counter and runtime meter accuracy.

5.5 PRODUCTION QUALITY CONTROL TESTING

5.5.1

Production Quality Control tests shall consist of all of the above listed tests and shall be performed on each new system prior to shipment. Failure to meet requirements of any of these tests shall be cause for rejection. The manufacturer shall retain test results for seven years.

5.5.2

Each BBS shall be given a minimum 100-hour burn-in period to catch any premature failures.

5.5.3

Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

5.6 CALTRANS QUALITY ASSURANCE TESTING

5.6.1

Caltrans will perform random sample testing on all shipments, consistent with ANSI/ASQC Z1.4-1993 Sampling Procedures and Tables for Inspection by Attributes.

5.6.2

Sample testing will normally be completed within 30 days after delivery to the Caltrans Laboratory, barring deficiencies in the shipment, which would reset the clock.

5.6.3

All parameters of the specification may be tested on the shipment sample.

5.6.4

The number of units tested (sample size) shall be determined by the quantity in the shipment. The sample size and acceptance or rejection of the shipment shall conform to ANSI/ASQC Z1.4.

6.0 WARRANTY

Manufacturers shall provide a two (2) year factory-repair warranty for parts and labor on the BBS from date of acceptance by the State. Batteries shall be warranted for full replacement for two (2) years from date of purchase. The warranty shall be included in the total bid price of the BBS.

7.0 PRE-PRODUCTION MEETING AND PRODUCTION MEETING(S)

A Pre Production inspection meeting shall be provided for the Department of Transportation Laboratory (Caltrans Lab) Electrical Engineers (Three (3) Engineers). The "Pre-Production Meeting" shall occur at the manufacturer's facility. The manufacturer shall have a pre-production BBS system available for evaluation. The purpose of this meeting shall be to ensure that all aspects of the contract are clearly understood by both the State and the manufacturer prior to production and subsequent delivery of shipments to the Caltrans Lab for testing.

During production, one additional meeting by Caltrans Lab Electrical Engineers (Three (3) Engineers) shall occur at the manufacturers facility in order to confirm that production is compliant with quality assurance standards and to resolve any discovered non-compliance issues discovered during initial shipments. At the determination of the State, subsequent Quality Assurance Meeting(s) maybe conducted as necessary to ensure contract performance requirements compliance. The bidder / supplier / manufacturer shall bear all costs for all required trips for the engineers. Each trip will last three days.

8.0 ACCEPTABLE BRANDS LIST (ABL) for BATTERY BACKUP SYSTEMS

This is a pre-qualified list for Battery Backup System (BBS) only. This list is generated by testing samples and is intended for use by the California Department of Transportation only. The devices listed here are still subject to thorough testing and inspection for final approval.

It is recommended that interested bidders / suppliers seeking inclusion of their products to the ABL, contact the Transportation Lab to get their product evaluated and tested for possible inclusion for future bids. For product testing contact:

Mr. Jeff Forester at (916) 227-7069
Jeff.Forester@dot.ca.gov

Caltrans Laboratory
5900 Folsom Blvd.
Sacramento, CA 95819

NOTE: All contract suppliers will be required to present test data from independent lab, proving the product(s) offered has been successfully tested and complies with specifications.

Acceptable Brands List for BBS:

Clary Corporation

1960 South Walker Avenue
Monrovia, CA 91016
Tel: 1-800-551-6111 x. 244
Fax: 1-626-359-0254
Craig Bolden, Sr. Applications Engineer
Email: cbolden@clary.com
Web: www.clary.com
Model: SP1000CR
(Internal Battery Option Only)

Dimensions Unlimited, Inc.

4467 White Bear Pkwy.
St. Paul, MN 55110-7626
Tel: 1-800-553-6418
Fax: 1-651-653-7600
Dennis Getter, President
Email: sales@dimensionsunlimited.com
Web: www.dimensionsunlimited.com
Model: DUI-24/1100Z3
(Internal Battery Option Only)

Myers, Custom Products

A Division of U.S. Traffic Corp.
9603 John Street
Santa Fe Springs, CA 90670
Tel: 1-562-923-9600
Fax: 1-562-923-7555
Dave Rosen, Exec. Vice President
Email: dave.rosen@idc-traffic.com
Web: www.myerscustom.com
Model: PBM-1250C
(Internal Battery Option Only)

On-Line Power

5701 Smithway Street
Commerce, CA 90040
Tel: 1-323-721-5017
Fax: 1-323-721-3929
Moe Hanson, Exec. Vice President
Email: mhanson@onlinepower.com
Web: <http://www.onlinepower.com/>
Model: IPC-Caltrans / PN: UP.750801LDN1
(Internal Battery Option Only)

ANSI Z1.4-1993 Terms and Definitions

(Formatted for Caltrans use)

Lot or Shipment Size – Each lot or batch shall, as far as is practicable, consist of units of product of a single type, grade, class, size, and composition, manufactured under essentially the same conditions, and at essentially the same time.

Presentation of Lots or Shipments – The formation of the lots or shipments and the manner in which each lot or shipment is to be presented and identified by the supplier shall be designated or approved under Caltrans authority. It is preferred that each unit in a given shipment is packaged in a separate box. Shipments shall be delivered in production lot order. Each unit from a single lot shall be permanently marked or labeled with a unique, consecutive, sequential serial number and the production date. A list of unit production dates and unit serial numbers contained within the shipping carton shall be affixed to the outside of every shipping carton. Each carton shall be marked with the supplier's name and the purchase order number. Each shipment shall include a packing list with all serial numbers listed.

Initiation of Inspection – Normal inspection criteria will be used at the start of inspection. Caltrans inspectors may modify this to either reduced or tightened inspection criteria depending on historical test data collected.

Sample – A sample consists of one or more units of product drawn from a lot or shipment, the units of the sample being selected at random without regard to their quality.

AQL – Acceptable Quality Level – is the maximum percent non-conforming that, for purposes of sampling inspection, can be considered satisfactory as a process average. As long as the samples selected do not exceed the rejection quantity, it can be expected that the non-conforming units in the lot or shipment shall not exceed the given percentage.

Critical – Nonconformity of such a nature as to seriously impair the functioning of the unit or present a serious safety concern. It is to be expected that a critical non-conformity would be present on all units in a given shipment.

Major – Nonconformity of such a nature that major points of the specification are violated, may or may not impair the units function or present a serious safety concern. A major non-conformity would most likely not be present on all units in a given shipment.

Minor – Nonconformity of such a nature where the only concerns are those of cosmetic appearance or other general issues minimal concern. For example, labels that have fallen off or a broken connector, etc.

Normal Sampling Plan (ANSI Z1.4/MIL-STD-105E Lot Random Sampling)

For BBS Retrofitting

Description	Lot or Shipment Size	Testing Sample Size	Critical			Major			Minor		
			AQL	Acc	Rej	AQL	Acc	Rej	AQL	Acc	Rej
Battery Backup Systems (BBS)	2 - 8	2	4	0	1	10	1	2	25	1	2
	9 - 15	2	4	0	1	10	1	2	25	1	2
	16 - 25	3	4	0	1	10	1	2	25	2	3
	26 - 50	5	4	0	1	10	1	2	25	3	4
	51 - 90	5	4	0	1	10	1	2	25	3	4
	91 - 150	8	4	1	2	10	2	3	25	5	6
	151 - 280	13	4	1	2	10	3	4	25	7	8
	281 - 500	20	4	2	3	10	5	6	25	10	11
	501 - 1200	32	4	3	4	10	7	8	25	10	11

Notes:**General Inspection I (except where noted)****AQL = Acceptable Quality Level****Acc = Acceptance Numbers****Rej = Rejection Numbers**

Battery Back Up System (BBS) Block Diagram

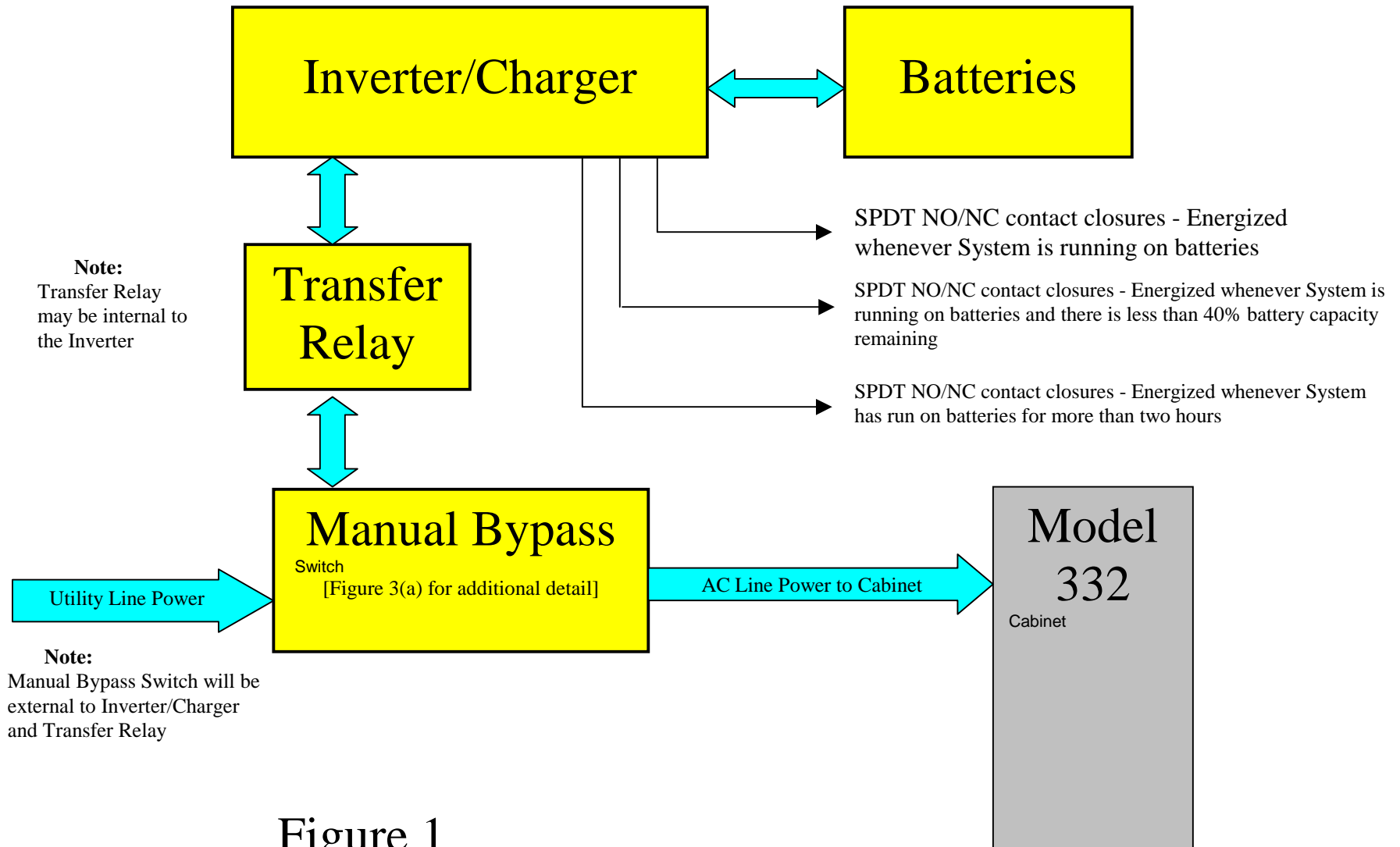


Figure 1

BBS Mounting Diagram

For a typical Model 332 Cabinet

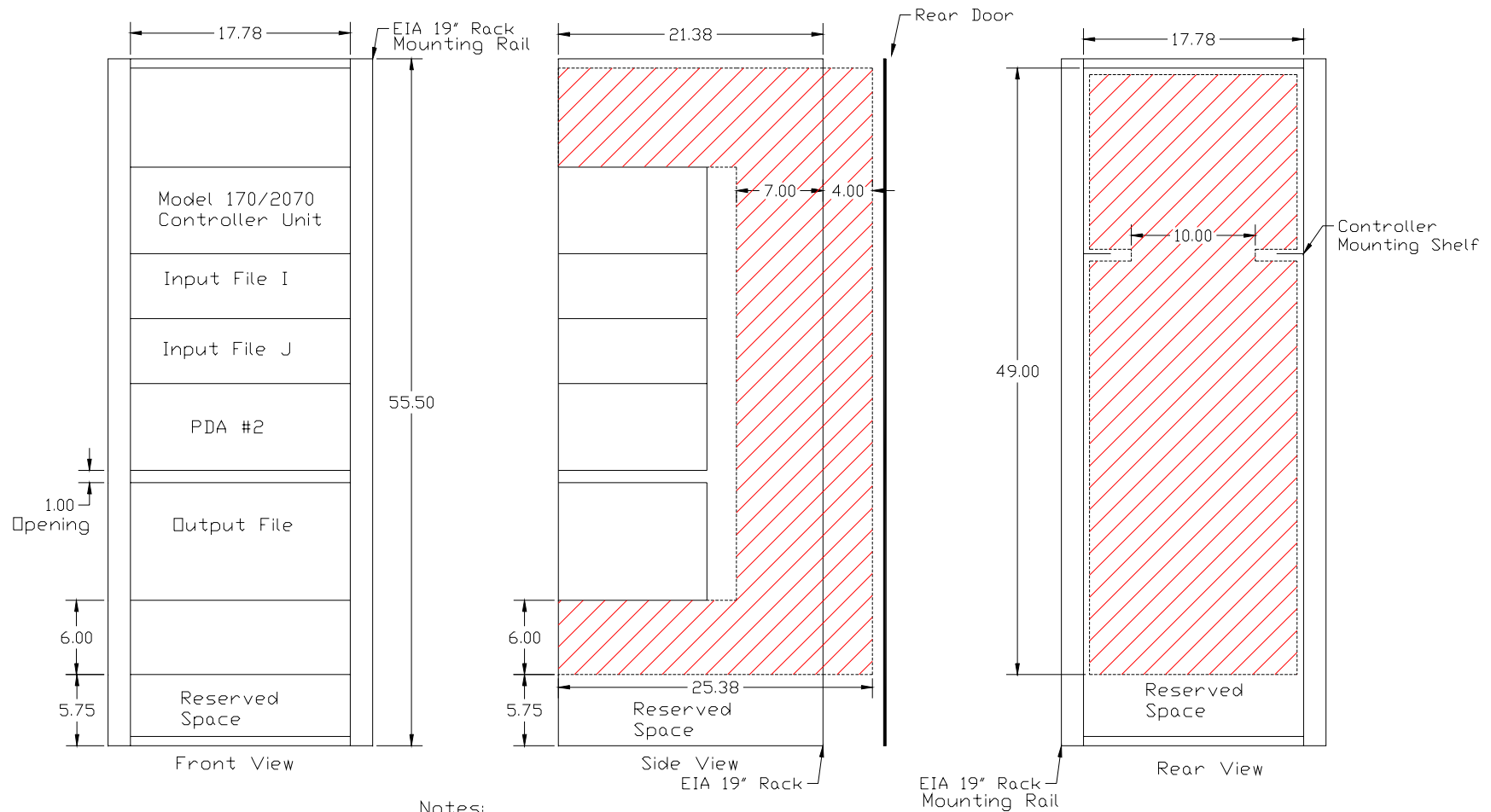
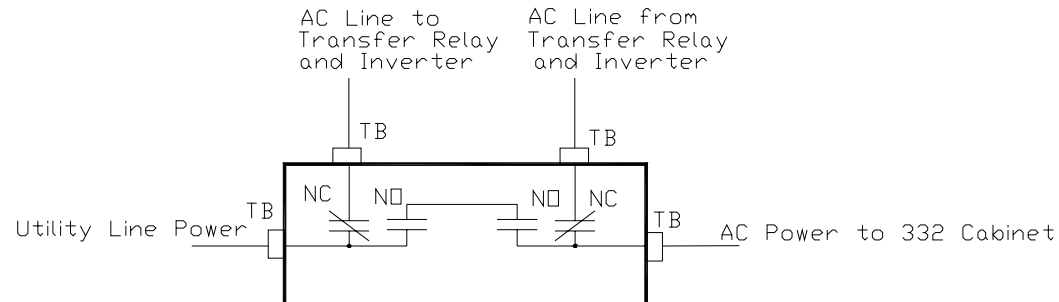


Figure 2

BBS Specification Clarifications

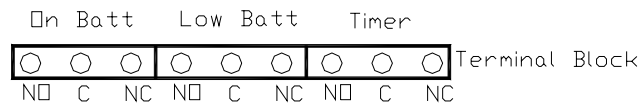
(a) Manual Bypass Switch (typical)



Notes:

1. TB - #8 Terminal Blocks
2. NO - Normally Open
3. NC - Normally Closed
4. NO/NC contacts shall all toggle simultaneously with one single manually operated switch.
5. Manual Bypass Switch shall only switch line. Neutral and Equipment Ground are not switched and shall be connected to 332 Cabinet buses.

(b) Relay contacts (NO/NC) available on panel-mounted terminal block (typical)



Notes:

1. NO/NC contacts may either share or use separate commons.

Figure 3

BBS Utility Power Connection Diagram

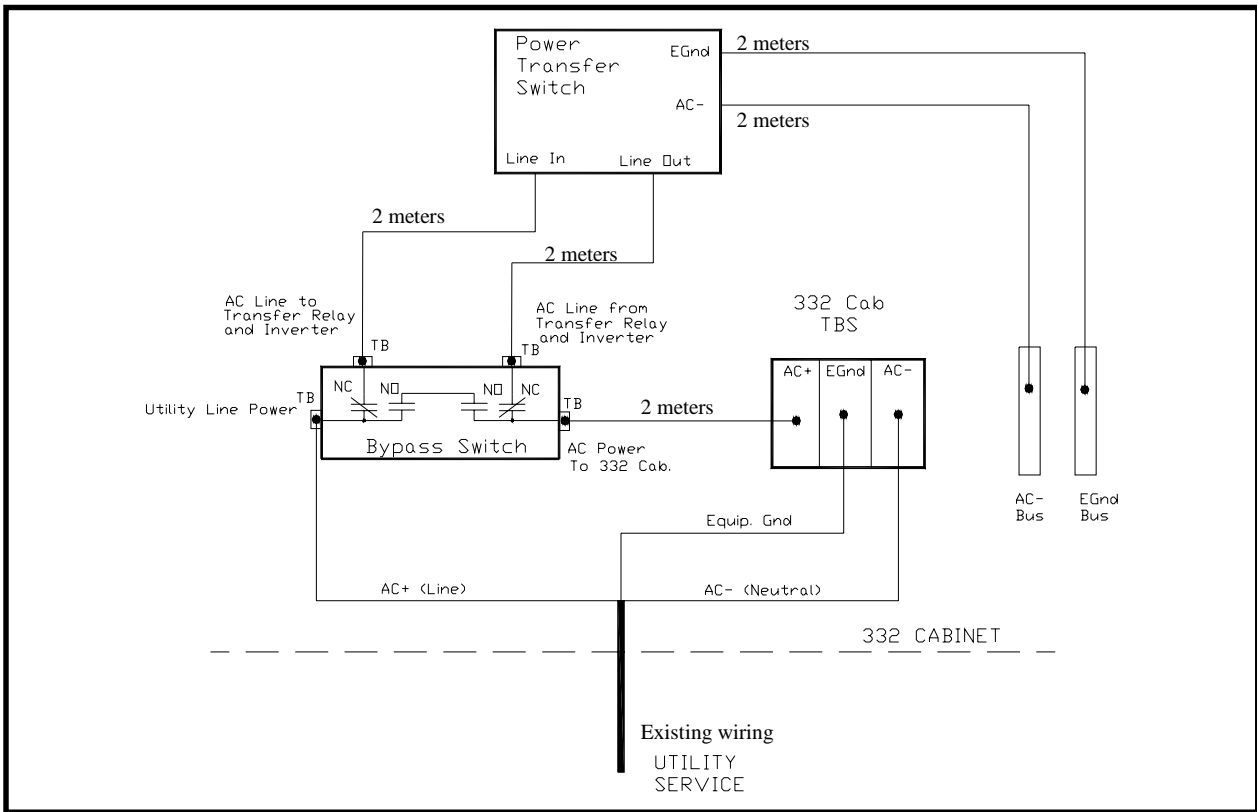


Figure 4

External Battery Cabinet

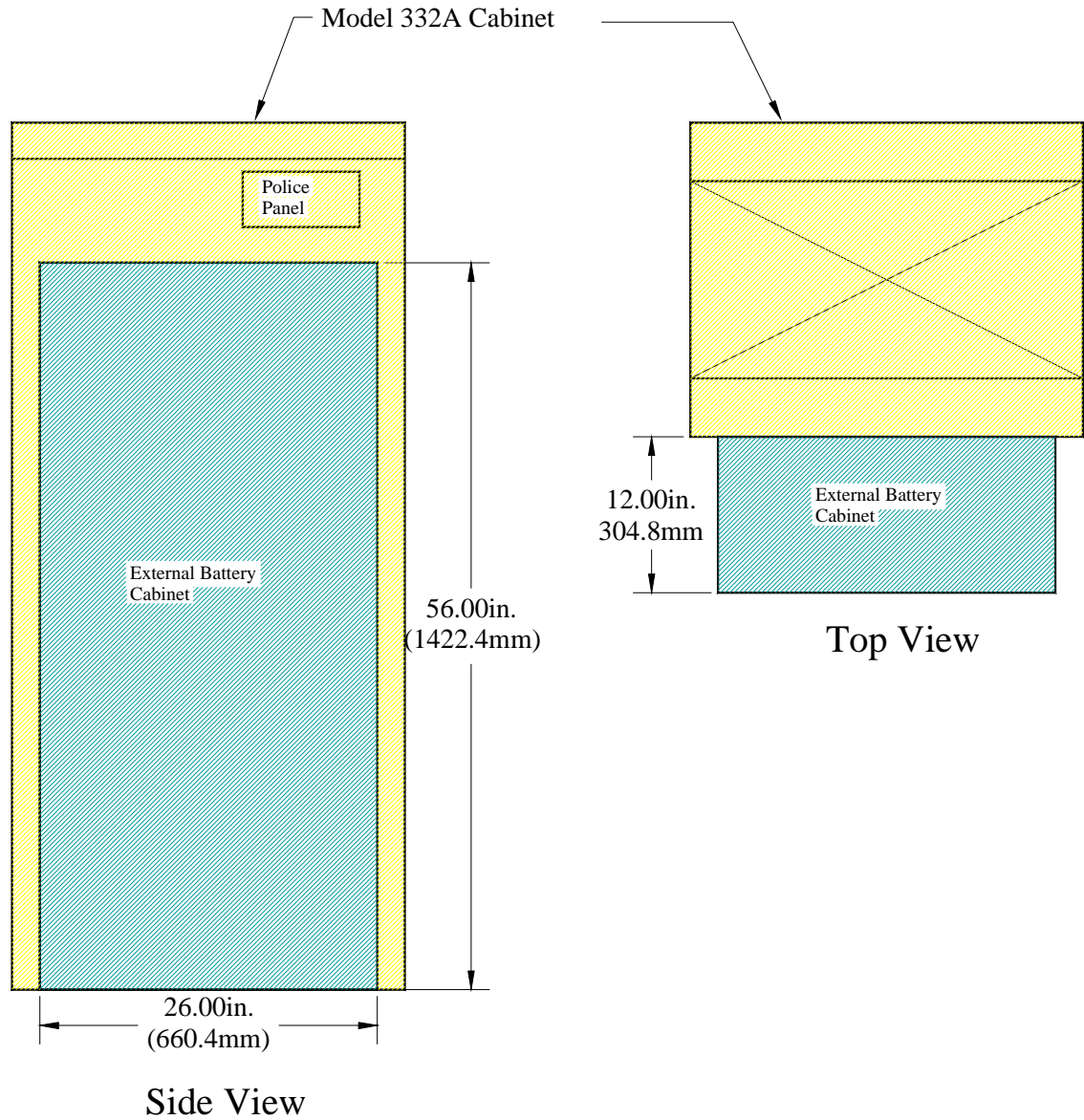


Figure 5

